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PATENTS
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Applicants : Anette Israelsson et al.
Application No. : 10/762,034 Confirmation No. : 3924
Filed : January 20, 2004
For : HYDROPHILIC URINARY CATHETER
HAVING A WATER-CONTAINING SACHET
TC Art Unit : 3761
Examiner : Michele M. Kidwell

Mail Stop AMENDMENT
Hon. Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

TERMINAL DISCLAIMER
UNDER 37 C.F.R. § 1.321(b,c)

Sir:

AstraZeneca AB, a corporation of Sweden, having its principal office and place of business at 151 85 Södertälje, Sweden, represents that it is the assignee of record of the entire, right, title and interest, by virtue of an assignment recorded at Reel 9333, Frames 383-86, from the inventors to Astra AB, and a change of name from Astra AB to AstraZeneca AB recorded at Reel 14409, Frames 393-99, of the following issued United States patent and pending United States patent application:

1. U.S. Patent No. 6,736,805 for "HYDROPHILIC URINARY CATHETER HAVING A WATER-CONTAINING SACHET," issued May 18, 2004 on Application No. 10/160,390, filed May 31, 2002, as a continuation of Application No. 08/809,481, filed March 21, 1997. The aforementioned assignment is directed

to the '481 application and is effective for the '390 application as a continuation.

2. Application No. 10/762,034, filed January 20, 2004 as a continuation of copending Application No. 10/160,390. The assignment of the '481 application is effective for the '034 application as a continuation of a continuation.

The undersigned, on behalf of AstraZeneca AB, hereby disclaims the terminal portion of the term of any patent to be issued on the present application, Application No. 10/762,034, which would extend beyond the expiration date (currently January 22, 2017*), of the full statutory term of U.S. Patent 6,736,805.

The undersigned, on behalf of AstraZeneca AB, agrees that any patent to be issued on the present Application No. 10/762,034 shall be enforceable only for and during such period as the legal title to such patent shall be the same as the legal title to said Patent No. 6,736,805, this agreement to run with any patent to be issued on Application No. 10/762,034 and to be binding upon the grantee of such patent and its successors and assigns.

The undersigned, on behalf of AstraZeneca AB, does not disclaim any terminal part of the term of any patent, to be issued on the above-identified Application No. 10/762,034, that would extend to the expiration date (currently January 22, 2017*), of the full statutory term of U.S. Patent 6,736,805, in the event that U.S. Patent 6,736,805: (a) expires for failure to pay a maintenance fee, (b) is held unenforceable, (c) is found invalid, (d) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a,b), (e) has all claims cancelled

* It is applicants' and assignee's intention that if any change in the patent statutes, or the awarding of patent term adjustment, changes the expiration date of parent Patent 6,736,805, then the date beyond which the term of any patent to issue on this application is disclaimed shall change along with the expiration date of the parent patent.

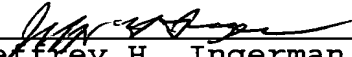
by a reexamination certificate, or (f) is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

The undersigned hereby states and certifies that:

1. He is an attorney of record in the above-identified patent application and is authorized to act on behalf of assignee corporation in connection with said application; and

2. The relevant evidentiary documents have been reviewed and, to the best of the undersigned's and assignee's knowledge and belief, title to the above-identified Application No. 10/762,034 is in assignee.

AstraZeneca AB

By: 
Jeffrey H. Ingerman
Reg. No. 31,069
Attorney for Applicants
and Assignee
FISH & NEAVE IP GROUP
ROPES & GRAY LLP
Customer No. 1473
1251 Avenue of the Americas
New York, New York 10020-1105
Tel.: (212) 596-9000

5/19/05
Date

New York, New York